REGARDING ONGOING MEET AND CONFER DISCUSSIONS

Case	2:24-cv-04546-SB-AGR Document 149 Filed 04/08/25 Page 2 of 64 Page ID #:6046
1	PCJV USA, LLC, a Delaware limited
2	liability company; PCI TRADING LLC, a Delaware limited liability company;
3	POTATO CORNER LA GROUP LLC, a California limited liability company;
4	GK CAPITAL GROUP, LLC, a California limited liability company;
5	NKM CAPITAL GROUP LLC, a California limited liability company; and
6	GUY KOREN, an individual,
7	Counter-Claimants,
8	V.
9	SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation,
10	Counter Defendant.
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12 13	PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC,
13	a Delaware limited liability company; POTATO CORNER LA GROUP LLC,
15	a California limited liability company; GK CAPITAL GROUP, LLC, a
16	California limited liability company; NKM CAPITAL GROUP LLC, a
17	California limited liability company; and GUY KOREN, an individual,
18	Third Party Plaintiffs,
19	v.
20	PC INTERNATIONAL PTE LTD., a Singapore business entity; SPAVI INTERNATIONAL USA, INC., a
21	INTERNATIONAL USA, INC., a California corporation; CINCO
22	CORPORATION, a Philippines corporation; and DOES 1 through 10,
23	inclusive,
24	Third Party Defendants.
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	2 JOINT STATUS DEPORT OF DEALNTIFE AND DEFENDANTS
	JOINT STATUS REPORT OF PLAINTIFF AND DEFENDANTS REGARDING ONGOING MEET AND CONFER DISCUSSIONS

Pursuant to this Court's Orders of March 25, 2025 (Dkt. 135), Plaintiff
Shakey's Pizza Asia Ventures, Inc. ("SPAVI" or "Plaintiff") and Defendants PCJV
USA, LLC and Guy Koren (collectively, "Defendants") submit the following Joint
Statement, regarding their meet and confer efforts to resolve (1) "any outstanding
violations of the Court's preliminary injunction," and (2) "the amount of reasonable
attorney's fees to award to Plaintiff in connection with its contempt motion."
Because the parties were not able to come to an agreement, each presents its 3-page
statement of position, as expressed below.

PLAINTIFF'S STATEMENT

This Court concluded that Defendants PCJV and Koren, at least prior to February 28, 2025, were in contempt of the November 14, 2024, Injunction. At this Court's February 28, 2025, hearing, it ordered that, although Plaintiff sought damages exceeding \$300,000, in the form of license fees as well as attorneys' fees, it would order attorneys' fees and costs incurred as the sole damage. The parties were charged with negotiating the amount of fees and costs to be awarded. Despite Plaintiff's reasonableness and reductions, that negotiation failed. The parties' positions are well known; having been shared in multiple in person meet and confers, and emails. Most recently, on April 4, 2025, the parties' counsel met, in person, and repeated their positions described herein. Because the negotiations have ended, the parties are to restate these positions justifying their last number. ¹

Plaintiff's total costs and fees, as explained below, is \$140,380,00, revealed by adding up the fees disclosed in Exhs. 1-6, and the costs of the investigator who charged \$2500 each visit, as reflected in Exh. 7 (one exemplar). Plaintiff offered on March 8, 2025, to reduce it to \$60,000. This was rejected by Defendants who rejected that and countered at an incomprehensively low \$12,000. Plaintiffs, trying

¹ Defendants will likely complain about the preparation of this summary of their positions supporting their number, without disclosing their conduct and demands in preparation of this filing. There is insufficient space to fairly address what actually happened.

#:6048
to come to a resolution, offered to compromise the six-figure amount further, and
reduced their offer to \$50,000 during the in person meet and confer on April 4,
2025. On the eve of this filing, Defendants increased their amount to \$25,000,
calling it their "best and final." This number, as a best and final, cannot be agreed
to. It does not even pay for all the fees and costs incurred just for writing the motion
itself (Dkt. 87), the contempt hearing appearances, and subsequent fees and costs
specifically related to that motion: \$69,028.50.
Plaintiff respectfully requests that this Court order that Defendants pay
<u>\$75,000</u> . This reduction would pay for the investigator's time (\$2500 per visit,
Exh. 7, and there were five visits) and reflects all of the fees incurred actually
writing the contempt motion and meeting and conferring upon it, as well as all of
the hearings, filings, meet and confers, and work incurred after its filing
(\$69,028.50), along with an increase reflecting all the work done prior to filing the

Motion, which was necessary as it was all part of SPAVI's efforts to obtain

injunction compliance.

This is based upon the following. First, attorney fee invoices: Exhs 1-6 being invoices from the injunction through the present, from Mr. Murphy's prior firm and Fox Rothschild, where he is now a partner. Defendants received those invoices on March 8, 2025, except for invoices reflecting February 2025 fees and costs from Mr. Murphy's prior firm (Exh. 4), and the invoice for March 2025 time (Exh. 6), as neither had been prepared. Second: investigator invoices. Exh. 7 is the most recent invoice from Agaki, the investigator, for \$2562.38. Agaki visited three times before the Motion for Contempt, once while pending, and once after: 2500 x 5 = \$12,500.

An Order of \$75,000 is an appropriate compromise for the following reasons.

<u>First</u>, Defendants maintain fees should be capped at \$25,000. Defendants claim this is a "cap" because of references to that number in the Contempt Motion. Defendant provided no authority, nor can Plaintiff find any, suggesting that this portion of the Motion limits Plaintiffs' right to additional fees. Instead, Plaintiff

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requested damages exceeding \$300,000, which included an estimated daily license fee as well as attorneys' fees. As to fees, Plaintiff expressly asked for the opportunity to submit further briefing on the amount of fees and costs should the Court decide to award them, effectively using \$25,000 as a placeholder. (Dkt. 87 at p. 4 of the Notice (p. 5 of 33) and 29:5-30:2 of the brief (pp. 29-30 out of 33). Defendant never objected to this, nor did it ever argue to this Court in response to this portion of the contempt proceeding, that the fees portion is already decided.

Second, Defendants incorrectly claim that Mr. Murphy told Defendants he would be seeking only \$25-30,000. During a meet and confer he estimated his own fees to be about that amount but had not yet reviewed and analyzed the invoices.

Third, Defendants maintain that Plaintiff took too broad a view of what was included in the Court's ruling that fees and costs would be awarded as damages resulting from the contempt. Here is the issue: Plaintiffs maintain fees and costs incurred in the contempt motion should include all fees and costs incurred to force Defendants to comply with the injunction. This includes not only the obvious (meet and confers and briefing the contempt motion and subsequent hearings), but also prior fees incurred specifically focused on obtaining compliance. For example, Defendants first Ex Parte on the injunction raised compliance as an issue. (Dkt. 58). Plaintiffs' response (Dkt. 60) was so important towards contempt, that, in response this Court issued an Order clarifying what compliance means in the context of what a contempt order would evaluate. (Dkt. 64 at p.3) In fact, that briefing and the Order (Dkt. 64) was so integral to contempt that it was cited to and explained in the Contempt ruling (Dkt. 100, p. 2 at n. 1.) This is an example of fees and costs incurred by Plaintiff that did not specifically involve writing the contempt motion but included work towards achieving injunction compliance. Defendants reject this as being among fees as damages for contempt. Plaintiff should have had to incur **no fees**, had Defendants complied. All fees incurred towards achieving compliance should be included. Notably, Defendants refuse to state what fees would fit into

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their limited view of what was to be awarded (it is substantial).

Third, Defendants object to the total number by claiming that Kenneth Hsu's block billing resulted in overstating fees. As reflected in Exhs 1-3 and 5, Plaintiff **reduced** each of Mr. Hsu's entries so as to reflect that time was spent on other things. Mr. Murphy's reductions were aggressive in favor of Defendants.

Fourth, Defendants object and claiming that Plaintiffs' counsel spent too much time briefing or duplicated efforts. They can identify no entry however that reveals that a partner (Murphy) and an associate (Hsu) were duplicating efforts.

The requested \$75,000 is fair and accommodates everyone's positions.

DEFENDANTS' STATEMENT

To begin, the Court should note that Plaintiff refused to share its portion of the report with us so that we could respond. We drafted the following in the dark.

On February 28, 2025, the Court expressed its dissatisfaction over the issue of the parties' discussions on reasonable attorney's fees on the anti-SLAPP motion. ("Before you answer, I'm not talking about the anti-SLAAP, which the Court is disappointed with what it received -- largely from the plaintiff, I'm disappointed ... The plaintiff should understand, as they will see in the Court's order regarding attorneys' fees, I'm going to give -- be giving them \$5,000 with regard to the anti-SLAAP because the Court is not satisfied that they're getting the Court's message as well.) The Court stated clearly that it expected "reasonableness, not exploitations, getting leverage, and the like" and that Plaintiff "needs to get the message that they need to engage in good faith and attempt, within reason, to reach an accommodation rather than being overly aggressive."

On December 26, Mr. Murphy filed a declaration stating under oath that his then-law firm had billed 24.5 hours at a total expense of \$16,767.50 "for Mr. Hsu and I corresponding with Defendants' counsel to demand compliance with the Injunction Order; meeting and conferring with Defendants' counsel regarding their

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and conferring regarding the Motion; and investigating and researching regarding Defendants' compliance with the Injunction Order, including by conferring with a private investigator regarding the same." Dkt. No. 87-1 at ¶17. Alongside fees he said they expected to incur on reply, Plaintiff requested \$25,612.50. *Id.*, ¶¶16-18.

After Plaintiff prevailed (in part) with the Court declining its requests for a "per day" fine, a special master, and future legal fees, but ordering the parties to thoroughly discuss "the amount of reasonable attorney's fees to award to Plaintiff in connection with its contempt motion," Dkt. No. 117, Plaintiff seized on an opportunity to exploit the situation. Suddenly, it took the position that \$16,767.50 was no longer the honest truth of "the sum of attorneys' fees reasonably incurred by SPAVI" as of December 26, Dkt. No. 87-1 at ¶17, or that it is bound by its notice and moving papers requesting approximately \$25,000. It took the position that a large majority of items worked on in November and December, including fees incurred on *other* motions and applications filed in this case as well as fees incurred on the concurrent *Ninth Circuit appeal*, are recoverable.

We spent considerable time going through their invoices and then again going through their "updated redacted" invoices sent to us just 5 days ago. In our portion of the prior statement, we provided an objective report to the Court on March 25 (Dkt. No. 134) detailing the discussions between counsel from March 5 through March 25. We pointed out issues with Plaintiff's fee invoices but still offered \$12,500 a month ago, on March 12, to resolve this issue. At our request, we conferred again on April 3 in person. We explained our positions, but Mr. Murphy insisted that Plaintiff is entitled to between \$50,000-\$100,000, maybe more.

Fully desirous of being reasonable and resolving this issue, we offered **\$25,000** (a mere \$612.50 less than what was requested in full, Dkt. No. 87-1 at ¶17) so that we would not have to incur any more expenses in preparing this report or attending a hearing on Friday. We received no response.

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This morning, we requested Mr. Murphy to send us his 3-page submission by 10 a.m. so that we'd have sufficient time to address whatever positions he was going to take with the Court. His response to us at 9:25 am was: "You have not sent yours. Why should you see ours?" At 9:34 am, Mr. Murphy wrote: "You write your 3 pages, I write mine. I attach the billing records. What more is there?" While we were preparing our portion, at 11:03 am, Mr. Murphy sent us a blank joint statement with a demand that we include our position and return it by 11:50 am.

To the extent they are helpful to the Court's evaluation, our main points are:

- 1. Plaintiff cannot recover any more than what it requested in its moving papers.
- 2. Many entries are not recoverable. For example, on November 26, Mr. Hsu billed 6.5 hours for "Draft and finalize correspondence to 9th Circuit regarding Koren's Emergency Motion for Stay; draft and research regarding Opposition to Koren's request to modify bond; correspond with contractor regarding same; correspond with franchisees regarding shortterm license; correspond with Koren's counsel regarding briefing schedule on Emergency Motion for Stay."
- 3. Many entries are block-billed so it is impossible to determine what time was incurred to bring the motion for contempt versus other work. For example, on January 17, 2025, Mr. Murphy billed 2.9 hours for "Review and revise Reply in support of Contempt Motion and Responding Brief to the 9th Circuit."
- 4. Where there were attempts to identify the hours spent on the motion for contempt, those appear to be wholly arbitrary and excessive. Not only that, they still attempt to capture time spent on other matters. For example, while a substantial portion of Mr. Hsu's December 23, 2024 entry is redacted, Plaintiff is still seeking the full 2.9 hours billed on that entry.

CERTIFIFCATE OF SERVICE

The undersigned certifies that, on April 8, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: April 8, 2025

FOX ROTHSCHILD LLP

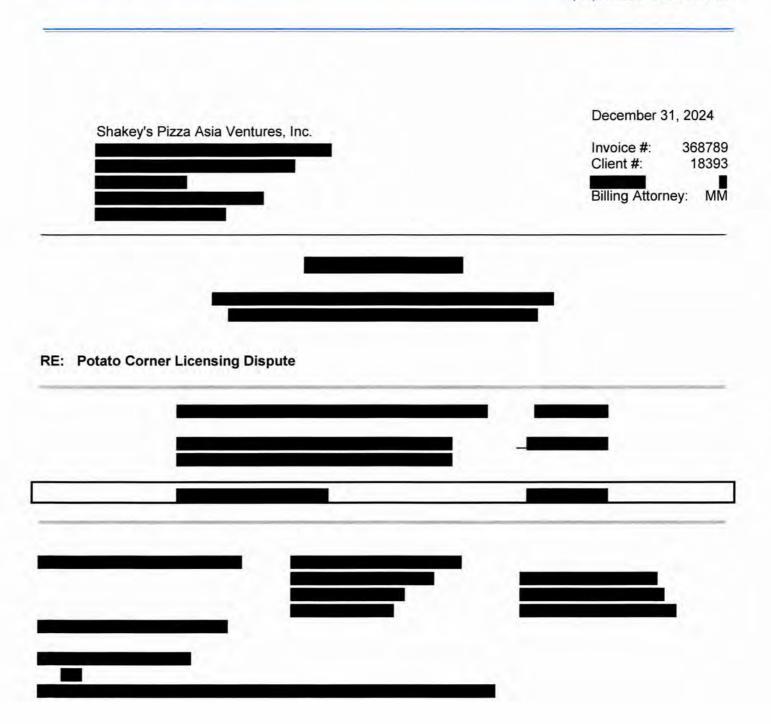
/s/ Michael D. Murphy
Michael D. Murphy

Attorneys for Plaintiff SHAKEY'S PIZZA ASIA VENTURES, INC.

JOINT STATUS REPORT OF PLAINTIFF AND DEFENDANTS REGARDING ONGOING MEET AND CONFER DISCUSSIONS

EXHIBIT 1

9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339



9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

December 31, 2024

Invoice #: 368789 Client #: 18393

Billing Attorney: MM

CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through November 30, 2024:

RE: Potato Corner Licensing Dispute

Legal Services

Plus Costs Advanced

TOTAL BALANCE DUE ON CURRENT INVOICE

Effective February 1, 2025, certain hourly rates may reflect an increase.

Shakey's Pizza Asia Ventures, Inc.

December 31, 2024

Invoice #:

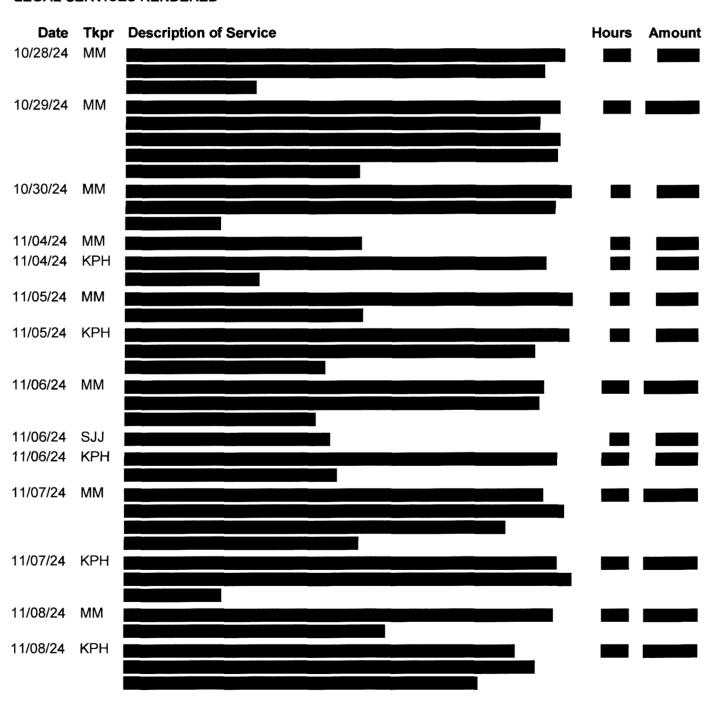
368789

Client #:

18393

Billing Attorney: MM

LEGAL SERVICES RENDERED



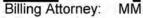
Shakey's Pizza Asia Ventures, Inc.

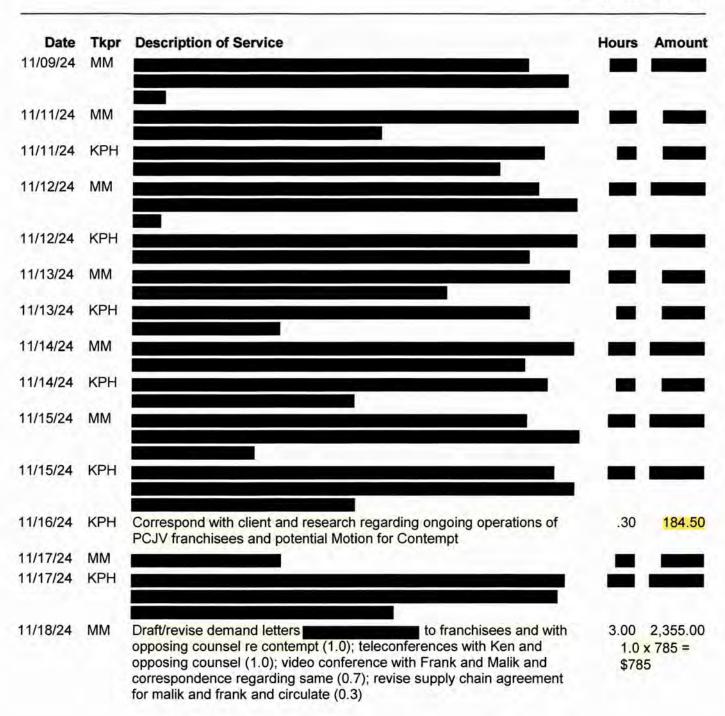
December 31, 2024

Invoice #:

368789 18393

Client #:





Shakey's Pizza Asia Ventures, Inc.

December 31, 2024

Invoice #: Client #:

368789 18393

Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
11/18/24	KPH	Draft and research regarding Ex Parte Application for OSC Re Contempt; draft correspondence to Koren's counsel regarding same and regarding Injunction Order; confer and correspond regarding posting of bond; research regarding same; confer regarding draft First Amended Complaint	6.50 3,997.50 Highlighted tasks took 3 h for total of \$1,845	
11/19/24	ММ	Research specific issues with order non compliance and draft email to guy's counsel regarding same (0.7); study newest FDD for various reasons including negotiating with potential new franchisees and for litigation and attention to various calls and emails re PCJV franchisees signing up as licensees (1.7); attention to bond and various issues re procedure (0.3)	(2,119.50 0.7 x 785 = \$549.5
11/19/24	SJJ			
11/19/24	KPH	Confer and research regarding posting of bond; draft and confer regarding Ex Parte Application for OSC Re Contempt; confer with client regarding same; research regarding same; meet and confer regarding Koren's Ex Parte Application for Reconsideration, Ex Parte Application for OSC Re Contempt, confer regarding same		3,628.50 x 615 = ,505.50
11/20/24	ММ	Teleconference and correspondence with Hawaii franchisee counsel (0.1); correspondence with opposing counsel re injunction and review Guy ex parte to challenge injunction for purpose of preparing opposition to same (1.9); revise final agreements for Malik and Frank (indemnity revised, license revised, and supply chain) and attention to final execution (0.6);' teleconference with Frank and Maklik regarding franchisee meeting (0.3)		2,276.50 9 x 785 = ,491.50
11/20/24	KPH	Review and analyze Koren's Ex Parte Application for Reconsideration; draft and strategize regarding Opposition to same; confer regarding Koren's compliance with Injunction Order; draft correspondence to franchisee's counsel regarding same; review and analyze Order denying Ex Parte Application; confer with client regarding same, franchisee dealings, and Injunction Order	7.50	4,612.50
11/21/24	MM	Attention to PCJV franchisee developments and communications (0.2); draft/revise multiple different demand letters on PCJV and Guy's counsel (0.8)	1.00 .80 x \$628	785.00 : 785 = 3.00
1/21/24	KPH	Revise and confer regarding letter to franchisees; draft and revise correspondence to Koren's counsel regarding compliance with Injunction Order; revise and confer regarding First Amended Complaint; research regarding same; confer regarding order on Koren's Ex Parte Application for Reconsideration	4.50 2.3	2,767.50 3 x 615 = ,414.50
11/22/24	ММ	Application for Reconsideration		_

Shakey's Pizza Asia Ventures, Inc.

December 31, 2024

Invoice #: Client #: 368789 18393

Billing Attorney:

MM

Date	Tkpr	Description of Service	Hours	Amount
11/22/24	KPH			
11/25/24	ММ	Correspondence with Eric Agaki about what he has found in his investigation as to Potato Corner operations (0.1); review and comment	.40 . <mark>01</mark>	314.00 x 785 =
		on email to PCJV franchisee Lijoo (0.3)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3.50
11/25/24	KPH	Finalize Notice of Interested Parties; confer with private investigator regarding report of franchisees; review documents regarding same; draft correspondence to franchisees regarding short-term license; confer with client and franchisees regarding licenses, related issues, etc.; correspond with Koren's counsel regarding compliance with injunction; strategize regarding same; draft cease and desist correspondence	0.5	3,198.00 5 x 615 = 07.50
		regarding trade secrets; research regarding Koren's request to modify bond		
11/26/24	KPH	Draft and finalize correspondence to 9th Circuit regarding Koren's Emergency Motion for Stay; draft and research regarding Opposition to Koren's request to modify bond; correspond with contractor regarding same; correspond with franchisees regarding short-term license; correspond with Koren's counsel regarding briefing schedule on Emergency Motion for Stay	6.50	3,997.50
11/27/24	MM	Draft/revise cease and desist to be sent to franchisees	.50	392.50
11/27/24	KPH	Draft and confer regarding Opposition to Request to Modify Bond; confer with contractor regarding same; revise and finalize cease and desist letter to franchisees; confer regarding same; correspond with Koren's counsel regarding Emergency Motion for Stay in 9th Circuit; prepare Response to same	4.00	2,460.00
11/28/24	MM	Draft/revise multiple meet and confer letters / emails regarding Koren's decision to challenge the injunction and demand I stop talking to PCJV franchisees	1.60	1,256.00
11/28/24	KPH	Review and confer regarding correspondence from Koren's counsel regarding Motion to Dismiss, threatened ex parte, and related items	.40	246.00
11/29/24	MM	Draft/revise and review correspondence with opposing counsel re injunction compliance and challenges and legal research regarding allegations against me from them for violating their privileges	1.50	1,177.50
11/29/24	KPH	Revise and confer regarding draft correspondence to Koren's counsel regarding Motion for Dismiss; research regarding same; draft Response to Koren's Emergency Motion for Stay in 9th Circuit	1.10	676.50
11/30/24	MM	A CONTRACTOR OF THE PROPERTY O		
11/30/24	KPH	Draft Response to Koren's Emergency Motion for Stay in 9th Circuit	6.80	4,182.00

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

368789

Client #:

18393

Billing Attorney:

: **M**M

FEE RECAP

Timekeeper	Hours	Rate	Total
Michael Murphy		785.00	
Sarah J. Jupina		350.00	
Hsu, Kenneth		615.00	

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 368789 Client #: 18393

Billing Attorney: MM

COSTS ADVANCED

Date	Description	Amount
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Mansi Khan - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Dinh Tran - Potato Corner Store	43.31
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Dinh Tran - Potato Corner Store	43.31
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Cheuk Chan (Matthew Li) - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Cheryl Lim , Jocelyn Lim - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Mansi Khan - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Umar Malik - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Patrick Liang - Potato Corner Store	59.15
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Kijoo Mazhar - Potato Corner Store	56.17
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Mark Zhang - Potato Corner Store	59.15
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Peter Doung - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Joseph Mercado - Potato Corner Store	31.53
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Leo Tedja - Potato Corner Store	24.39
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Gabriela Wright - Potato Corner Store	31.53
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Andrea Arellano - Potato Corner Store	59.15

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

368789

Client #:

18393

MM Billing Attorney:

Date	Description	Amount
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Michael Zeng - Potato Corner Store	39.95
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Ryan Nath - Potato Corner Store	85.25
11/29/24	Federal Express Corporation, FEDEX, 11/29/2024, 8-696-72454, 0904-2069-0 - Recipient: Vannrada Lai - Potato Corner Store	47.86
11/30/24	Legal Support Network, LLC, Messenger/Attorney Services, 11/30/2024, LA-24-24310, ERVCO - Recipient: U.S. DISTRICT COURT	145.00

TOTAL COSTS ADVANCED

TOTAL BALANCE DUE

ERVIN COHEN & JESSUP LLP

December 31, 2024

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

368789

Client #:

18393

Matter #:

Billing Attorney: MM

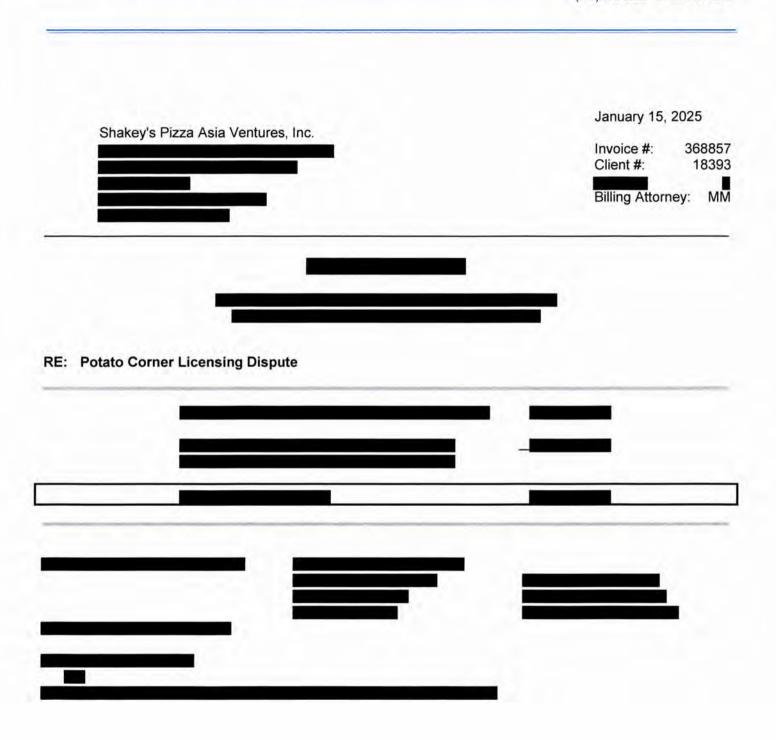
ACCOUNTS RECEIVABLE: PAST DUE INVOICES

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
365250	10/31/24	106,063.38	.00	106,063.38
366477	11/30/24	116,561.00	.00	116,561.00
Late Charge	1/01/25	3,339.36	.00	3,339.36

TOTAL	. PAST DUE BALANCE	\$ 225,963.74

EXHIBIT 2

9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339



9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

onakcy s 1 izza Asia Ventares, inc.

January 15, 2025

Invoice #: 368857 Client #: 18393

Billing Attorney: MM

CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through December 31, 2024:

RE: Potato Corner Licensing Dispute

Legal Services

Plus Costs Advanced

TOTAL BALANCE DUE ON CURRENT INVOICE

Effective February 1, 2025, certain hourly rates may reflect an increase.

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

368857

Client #:

18393

Billing Attorney:

ММ

LEGAL SERVICES RENDERED

Date	Tkpr	Description of Service	Hours	Amount
12/01/24	ММ	Draft/revise Opposition to motion by Koren to 9th Circuit to stay the injunction and legal research and correspondence regarding same (3.1); correspondence with opposing counsel re new demands as to injunction and legal research and correspondence with Ken regarding same (0.4)		2,747.50 : 785 = :.00
12/01/24	ММ	Draft/revise Opposition to New Motion to Amend Bond and legal research and correspondence regarding same (3.6); review and respond to demand correspondence from opposing counsel (.4)		3,140.00 x 785 = 4.00
12/01/24	KPH	Draft, revise, and confer regarding Response to Koren's Emergency Motion for Stay in 9th circuit; review and confer regarding correspondence from Koren's counsel regarding common interest privilege and ex parte application; review and analyze ex parte application; draft correspondence to Koren's counsel regarding same		4,612.50 x 615 = 5.00
12/02/24	MM	Review new Ex Parte Application (this time to modify injunction) and correspondence regarding same (0.9); revise Opposition to 9th Cir. Motion to Stay (1.9); teleconferences with investigator and Mr. Hsu (0.3); draft/.revise additional meet and confer correspondence (0.5)	.50	2,826.00 x 785 = 2.50
12/02/24	KPH		-	
12/03/24	ММ		-	_
12/03/24	KPH		-	_
12/04/24	ММ		-	_
12/04/24	KPH	Review and confer regarding Order regarding Koren's Ex Parte Application; revise and confer regarding Stipulation to Extend Time to Respond to FAC; confer with client regarding status and franchisees; research and confer regarding contempt; correspond with Koren's counsel regarding compliance with injunction		1,291.50 615 = 7.50

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: Client #:

368857 18393

Billing Attorney: MM

Date	Tkpr	Description of Service	Hours	Amount
12/05/24	ММ	Draft/revise demand on PCJV counsel top (0.6); draft/revise extended license agreement and correspondence re same (0.9)	1.50	1,177.50 x 785 = \$471.0
12/05/24	KPH	Revise draft First Amended License Agreement; review and revise draft correspondence to Koren's counsel; research regarding contempt	.80 0.4 x	492.00 615 = \$246.00
12/06/24	KPH	Draft Declaration of M. Yocum in support of Motion for Contempt; research and confer regarding same; review and revise draft correspondence to Koren's counsel	1.50	922.50
12/07/24	ММ	Draft/revise correspondence to Gruenberg (franchise counsel), opposing counsel re cease and desist and proposal re pleadings, and Ken re declaration of investigator	1.00	785.00
12/07/24	KPH	Confer with M. Murphy regarding Motion for Contempt; review draft correspondence to Koren's counsel regarding same	.40	246.00
12/08/24	KPH	Correspond regarding declaration of private investigator in support of Motion for Contempt	.10	61.50
12/09/24	MM	Review response to our demand on Guy's counsel that they meet and confer and respond to same (0.2); teleconference with Kenny re same and briefs (0.1)	.30	235.50
12/09/24	KPH	Review and analyze discovery requests from PCJV; draft discovery requests to PCJV; confer regarding same; research and confer regarding Motion for OSC Re Civil Contempt; research regarding trade secrets	4.90 3,013.50 0.7 x 615 = \$430.50	
12/10/24	ММ		-	
12/10/24	KPH	Draft and research regarding Motion for OSC Re Contempt; confer with client regarding franchisees, contempt, preliminary injunction, and case status; prepare and confer regarding list of action items; revise and confer regarding Initial Disclosures; confer regarding meet and confer correspondence from Koren's counsel	18377	3,997.50 c 615 = 60.00
12/11/24	MM	Review and revise contempt motion.	.90	706.50
2/11/24	MM			
2/11/24	KPH	Draft, research, and confer regarding Motion for OSC Re Contempt; draft correspondence to Koren's counsel regarding meet and confer regarding First Amended Complaint; correspond with private investigator regarding declaration; draft discovery requests to PCJV	6.5	4,735.50 x 615 = 97.50
12/12/24	ММ		-	
12/12/24	KPH			

Shakey's Pizza Asia Ventures, Inc.

January 15, 2025

Invoice #:

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Client #:

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Billing Attorney: MM

-				
Date	Tkpr	Description of Service	Hours	Amoun
12/13/24	ММ	Draft/revise meet and confer correspondence before and after meet and confer zoom (1.2); attend zoom meet and confer (0.9); teleconference with Kenny re same (0.2)	2.30	1,805.50
12/13/24	KPH	Draft and confer regarding discovery requests to PCJV; confer	3.10	1,906.50
		regarding waiver of service for FAC; meet and confer with Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Contempt; draft and confer regarding correspondence regarding same	1.0 x 615 = \$615.00	
12/14/24	KPH	Confer with M. Murphy regarding Motion for Contempt	.20	123.00
12/15/24	KPH	Revise and confer regarding draft Motion for OSC Re Contempt	1.10	676.50
12/16/24	MM	Draft/revise Motion for Contempt and legal research re same and review pleadings and history for same (6.9)	6.90	5,416.50
12/16/24	KPH	Research regarding trade secrets under federal and California law; strategize regarding response to Motion to Dismiss; draft correspondence to Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Civil Contempt	1.60 0.33 \$184	984.00 x 615 = 4.50
12/17/24	MM	Prepare for and attend zoom call with clients (0.6); draft/revise and review correspondence with Guy counsel discussing acts of contempt and injunction order (1.1); teleconference with Kenny (0.2)		1,491.50 x 785 = 7.00
12/17/24	KPH	Draft correspondence to Koren's counsel regarding Motion to Dismiss and Motion for OSC Re Civil Contempt; correspond with Koren's counsel regarding same; draft Trade Secret Disclosure; research regarding trade secrets and misappropriation of trade secrets under federal and California law; confer with client regarding case status, dealings with franchisees, discovery, etc.	3.20 1,968.00 0.9 x 615 = \$553.50	
12/17/24	EZC		-	
12/18/24	MM	Draft/revise trade secret disclosure and legal research regarding same and review federal and state trade secret statutes to evaluate Ken's	2.40	1,884.00
		proposal as to which law to adopt (0.9); review legal argument for contempt motion for purpose of reviewing cases as to same and review authorities as to same (1.5)	1.5 x 785 = \$1,177.50	
12/18/24	KPH	Revise and confer regarding correspondence to Koren's counsel	1.70	1,045.50
		regarding Motion to Dismiss and Motion for OSC Re Civil Contempt; revise and finalize regarding Trade Secret Disclosure; prepare NDA and Agreement Re Supply Chain for franchisee in Moreno Valley and Montclair; revise and confer regarding Motion for OSC Re Civil Contempt		x 615 = 6.00
12/19/24	MM			
			2	

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

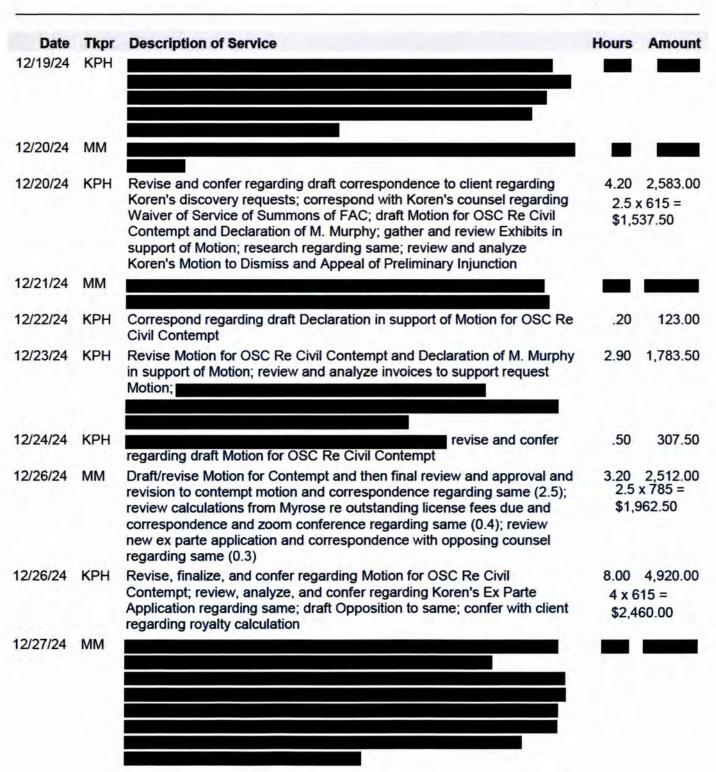
Invoice #:

368857

Client #:

18393

Billing Attorney: MM



January 15, 2025

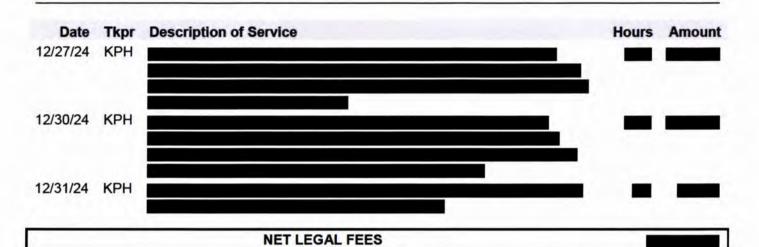
Shakey's Pizza Asia Ventures, Inc.

Invoice #: Client #:

368857 18393

Billing Attorney:

ey: MM



FEE RECAP

Timekeeper	Hours	Rate	Total
Michael Murphy		785.00	
Hsu, Kenneth		615.00	
Elliot Z. Chen		575.00	

January 15, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

368857

Client #:

18393

Billing Attorney: MM

COSTS ADVANCED



January 15, 2025

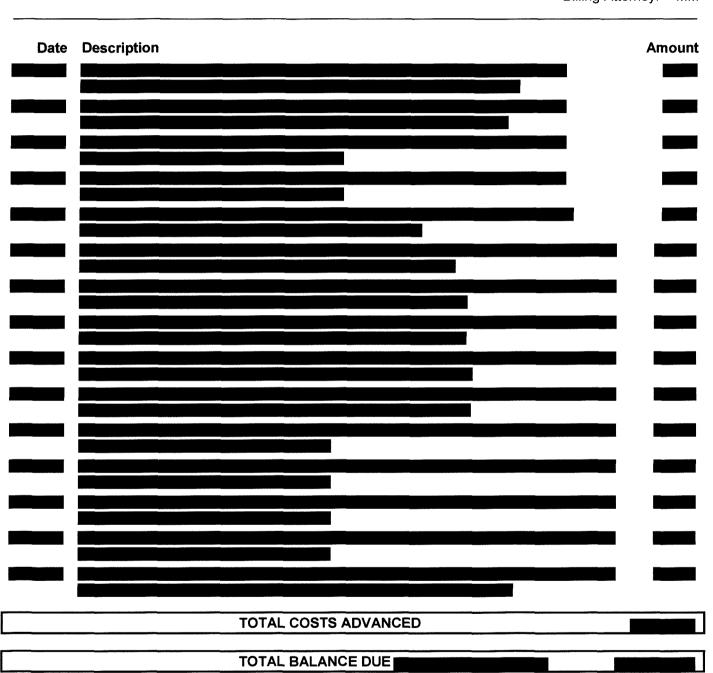
Shakey's Pizza Asia Ventures, Inc.

Invoice #:

368857 18393

Client #:

Billing Attorney: MM



January 15, 2025

Invoice #: Shakey's Pizza Asia Ventures, Inc.

368857

Client #:

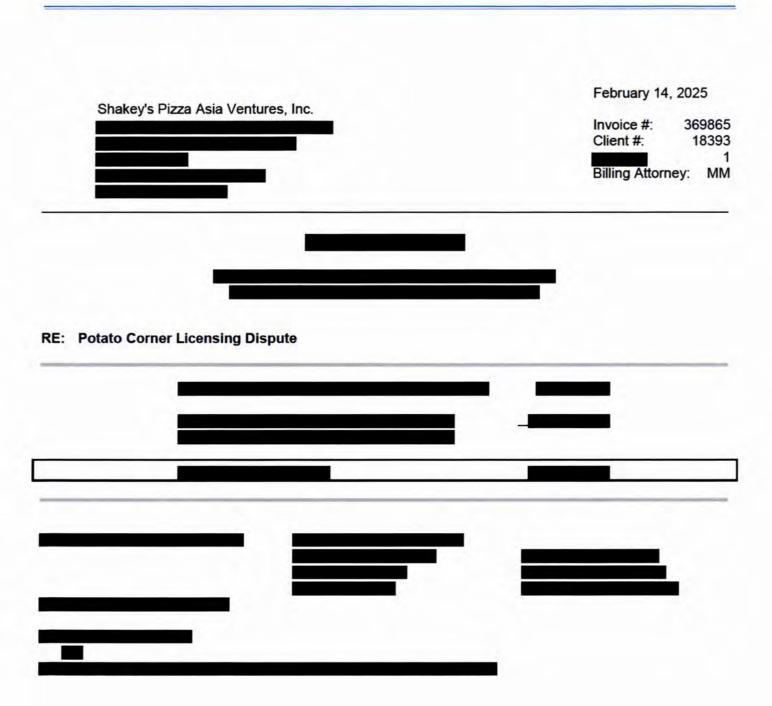
18393

Billing Attorney: MM

INVOICE INVOICE **PAYMENTS ENDING** DATE **NUMBER TOTAL RECEIVED BALANCE**

EXHIBIT 3

9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339



9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339



February 14, 2025

Invoice #: 369865 Client #: 18393

Billing Attorney: MM

CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through January 31, 2025:

RE: Potato Corner Licensing Dispute

Legal Services Less Courtesy Fee Discount Net Legal Services

Plus Costs Advanced

TOTAL BALANCE DUE

Effective February 1, 2025, certain hourly rates may reflect an increase.

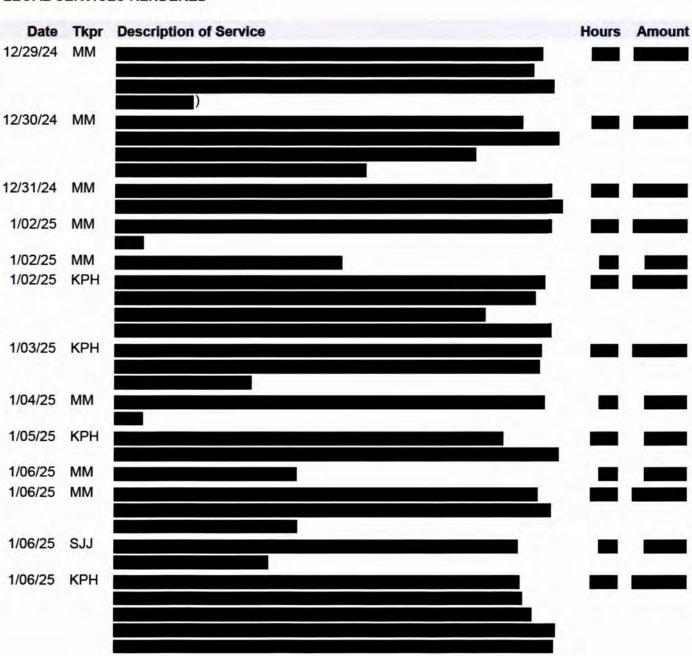
February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865 Client #: 18393

Billing Attorney: MM

LEGAL SERVICES RENDERED



Shakey's Pizza Asia Ventures, Inc.

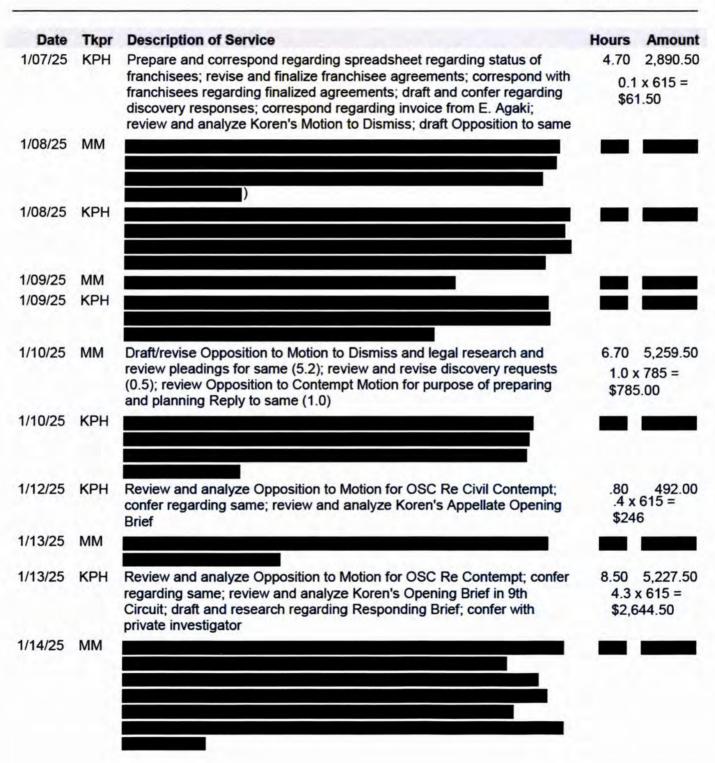
February 14, 2025

Invoice #:

369865 18393

Client #:

Billing Attorney: MM



February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

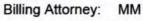
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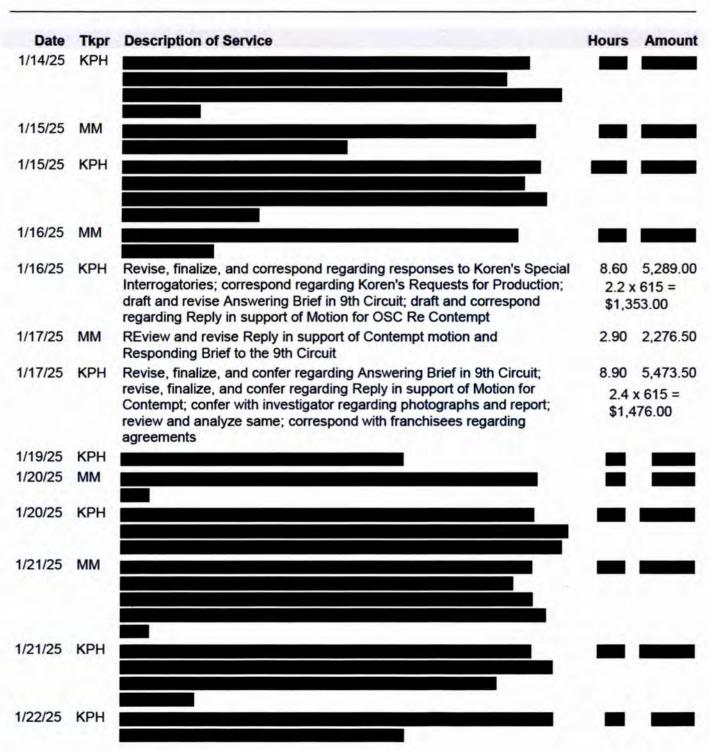
Client #:

18393

Matter #:

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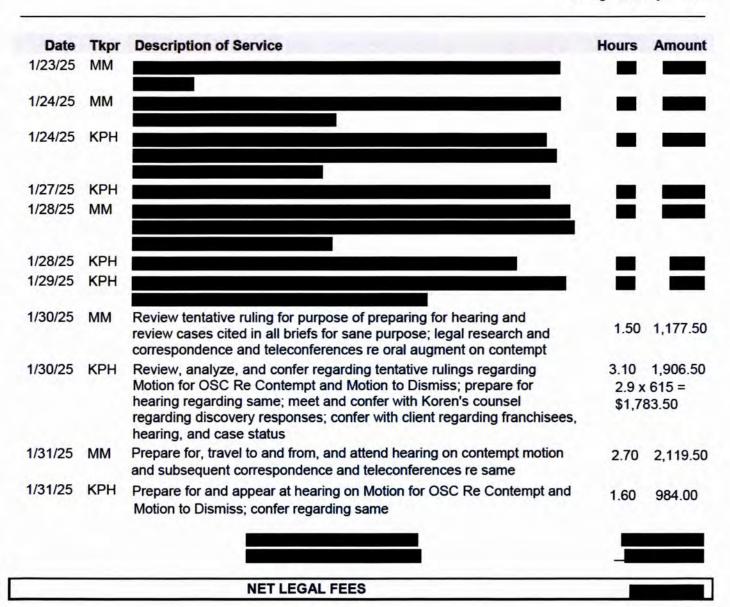
February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #: 369865 Client #: 18393

Matter #:

Billing Attorney: MM



FEE RECAP

Timekeeper	Hours	Rate	Total
Michael Murphy		785.00	
Sarah J. Jupina		350.00	
Hsu, Kenneth		615.00	

February 14, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

369865

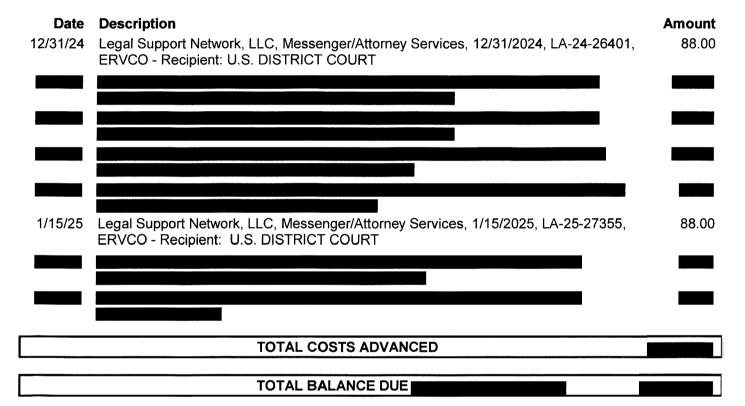
Client #:

18393

Billing Attorney:

MM

COSTS ADVANCED



Shakey's Pizza Asia Ventures, Inc.

February 14, 2025

Invoice #:

369865

Client #:

18393

Billing Attorney: ΜМ

INVOICE INVOICE DATE **NUMBER TOTAL**

PAYMENTS RECEIVED

ENDING BALANCE

Date Type

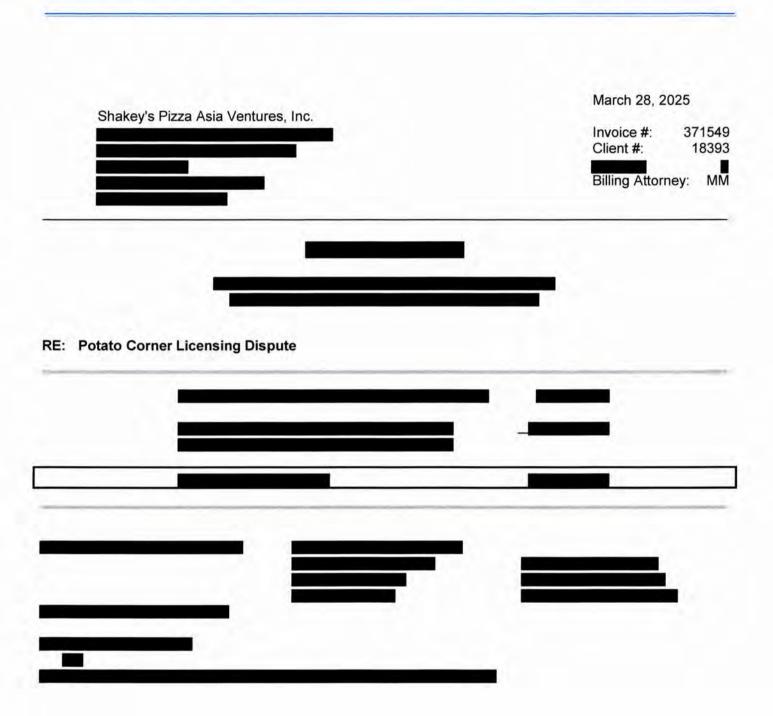
Invoice No.

Check No. Paid By

Amount

EXHIBIT 4

9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339



9401 Wilshire Blvd., 12th Floor Beverly Hills, CA 90212-2974 (310) 273-6333 TIN: 95-1774339

Shakey's Pizza Asia Ventures, Inc.

March 28, 2025

Invoice #: 371549 Client #: 18393

Billing Attorney: MM

CURRENT INVOICE SUMMARY

For legal services rendered and costs advanced through March 20, 2025:

RE: Potato Corner Licensing Dispute

Legal Services

Plus Costs Advanced

TOTAL BALANCE DUE ON CURRENT INVOICE

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

371549

Client #:

18393

Billing Attorney:

MM





Shakey's Pizza Asia Ventures, Inc.

March 28, 2025

Invoice #:

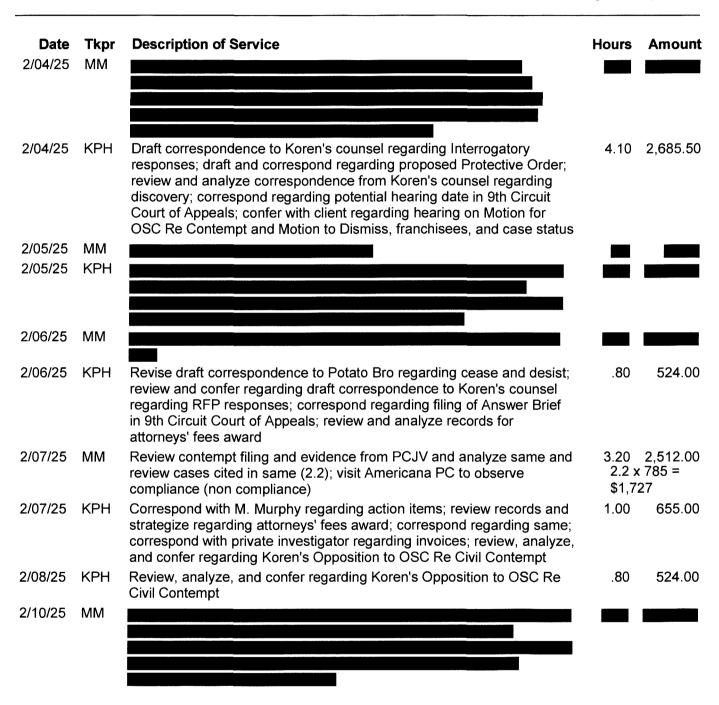
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Client #:

18393

Billing Attorney:

MM



March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

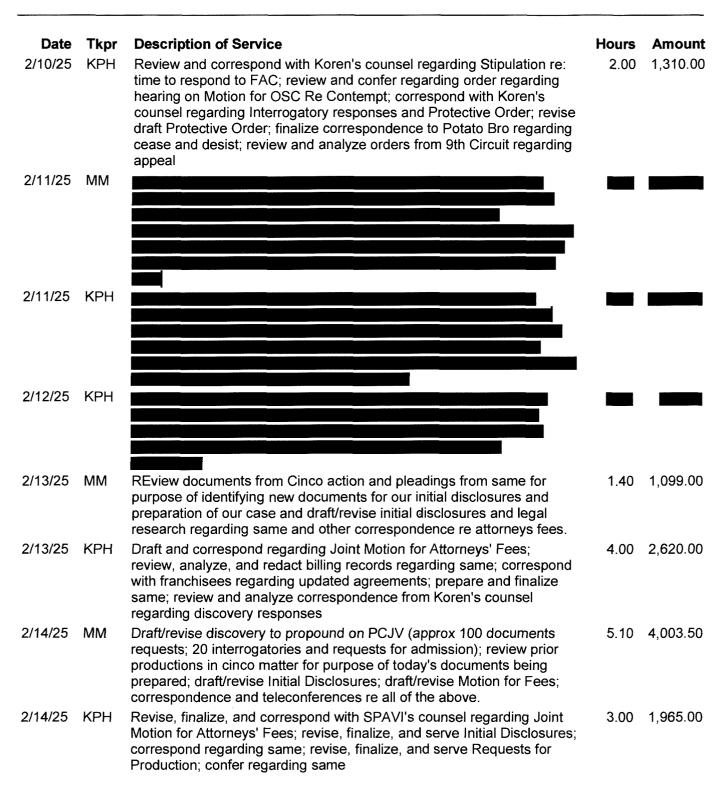
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Client #:

18393

MM

Billing Attorney:



March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

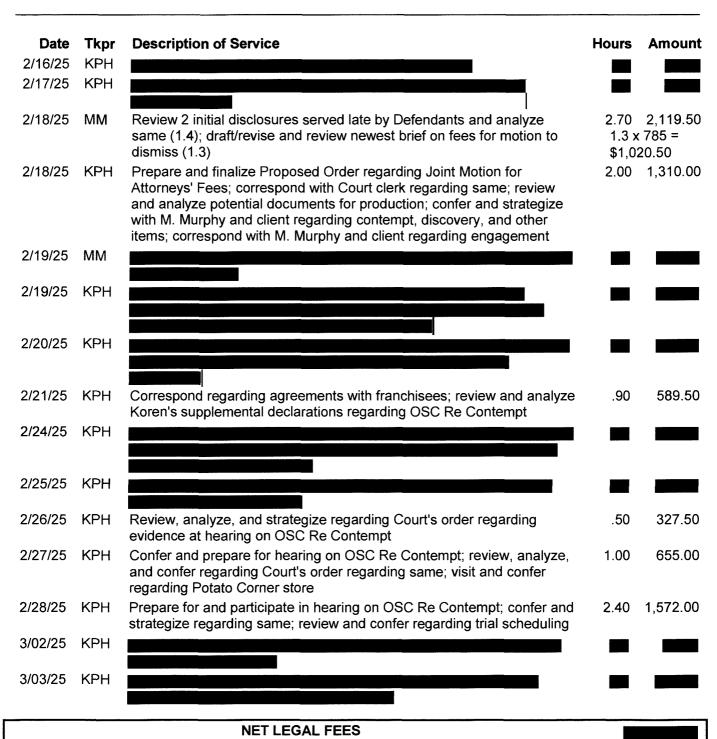
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Client #:

18393

Billing Attorney:

ММ



March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

371549

Client #:

18393

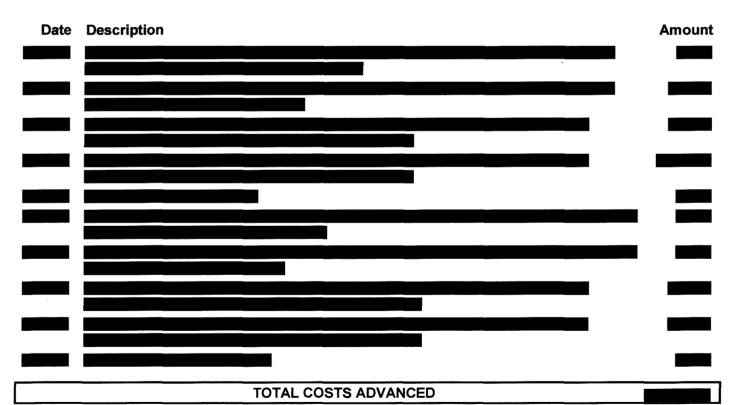
Billing Attorney:

ММ

FEE RECAP

Timekeeper	Hours	Rate	Total
Kelly W. Cunnigham		800.00	
Michael Murphy		785.00	
Hsu, Kenneth		655.00	
Elliot Z. Chen		575.00	
Jeffrey R. Glassman		700.00	

COSTS ADVANCED



TOTAL BALANCE DUE

March 28, 2025

Shakey's Pizza Asia Ventures, Inc.

Invoice #:

371549

Client #:

18393

Billing Attorney:

мМ

ACCOUNTS RECEIVABLE: PAST DUE INVOICES

INVOICE NUMBER









TOTAL PAST DUE

PAYMENTS APPLIED SINCE LAST INVOICE

Date Type



Check No. Paid By

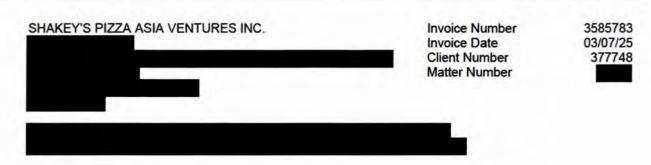
Amount

EXHIBIT 5



CONSTELLATION PLACE 10250 CONSTELLATION BOULEVARD, SUITE 900 LOS ANGELES, CA 90067 Tel 215.299.2000 Fax 215.299.2150 www.foxrothschild.com

TAX I.D. NO. 23-1404723



RE: SPAVI V. PCJV

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/25

Date	Timekeeper	Description	Hours
02/21/2025	MURPHY		
02/23/2025	MURPHY		
02/24/2025	MURPHY		
02/25/2025	MURPHY		
02/26/2025	MURPHY	REVIEW ORDER RE CONTEMPT RULING AND IDENTIFY WITNESSES REGARDING SAME AND GATHER EXHIBITS FOR SAME AND TELECONFERENCES AND EMAILS WITH GUY'S COUNSEL REGARDING SAME AND REVIEW CONTEMPT MOTION FOR SAME PURPOSE (1.2); TELECONFERENCE WITH INVESTIGATOR AND REVIEW PRIOR REPORTS FOR SAME PURPOSE (0.3)	1.5
02/27/2025	MURPHY	TELECONFERENCE WITH MR. HSU REGARDING HEARING (0.2); REVIEW DECLARATION OF ERIK AGAKI IN PREPARATION FOR HEARING (0.1); REVIEW BRIEFING AND TELECONFERENCES WITH MR. HSU, MR. AGAKI, AND CLIENT (BY ZOOM) AND ANALYZE PROCEDURE AND LAW AND DETERMINE WHETHER WITNESSES ARE NECESSARY AND COMMUNICATE DECISION AS TO SAME (1.4);	5.4 4.8 x 800 = \$3,840

Date	Timekeeper	Description	Hours
		DRAFT/REVISE DECLARATION OF MURPHY ASSERTING CHANGE IN FIRMS IS NOT IN VIOLATION OF LOCAL RULES (0.4); DRAFT/REVISE NEW DECLARATION OF ERIK AGAKI ESTABLISHING NEWEST VIOLATIONS, WHICH ARE IN CONTRADICTION TO THE DECLARATIONS PRESENTED IN RESPONSE TO THE OSC AND REVIEW EXHIBITS AND TELECONFERENCES REGARDING SAME (2.6); REVIEW LOCAL RULES FOR PURPOSE OF EVALUATING REQUIREMENTS FOR ADDITIONAL EVIDENCE SUBMISSION AND PREPARE SAME (0.7)	
02/28/2025	MURPHY	PREPARE FOR HEARING ON CONTEMPT (1.6); ATTEND HEARING ON CONTEMPT (IN PERSON) (2.9); TRAVEL TO AND FROM COURT FOR HEARING (0.7); CORRESPONDENCE AND TELECONFERENCES REGARDING SAME (0.2)	5.4
		TOTAL	

TIMEKEEPER TIME SUMMARY:

Timekeeper		Hours
M. D. MURPHY		
	TOTAL	

TOTAL PROFESSIONAL SERVICES

TOTAL AMOUNT OF THIS INVOICE



CONSTELLATION PLACE 10250 CONSTELLATION BOULEVARD, SUITE 900 LOS ANGELES, CA 90067 Tel 215.299.2000 Fax 215.299.2150 www.foxrothschild.com

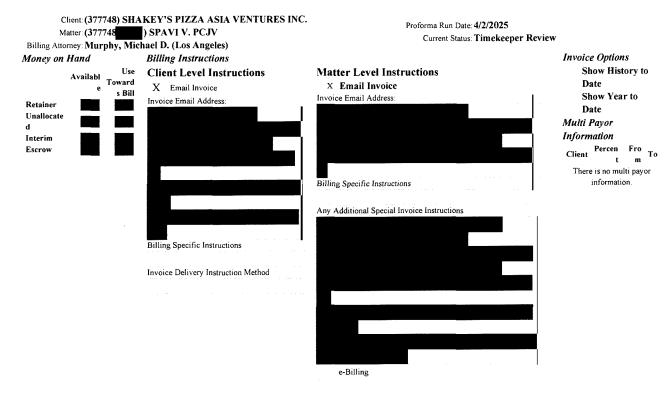
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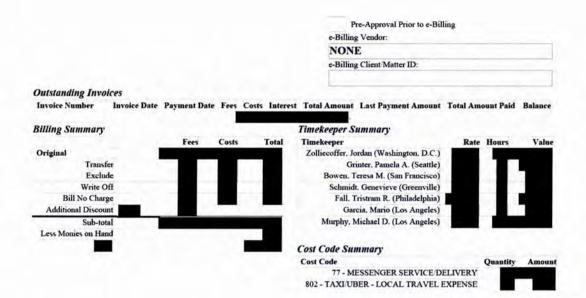
REMITTANCE PAGE

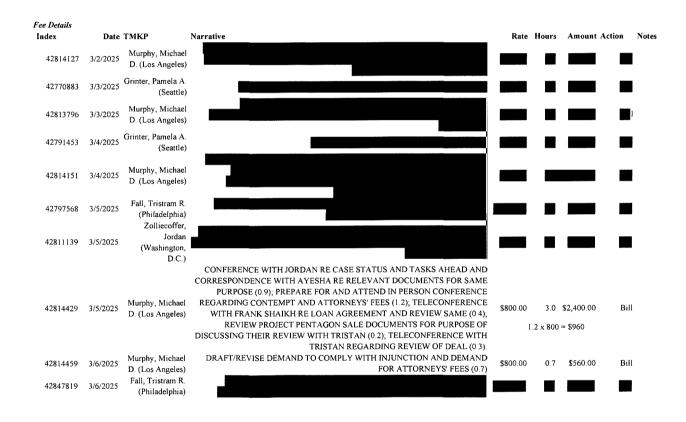


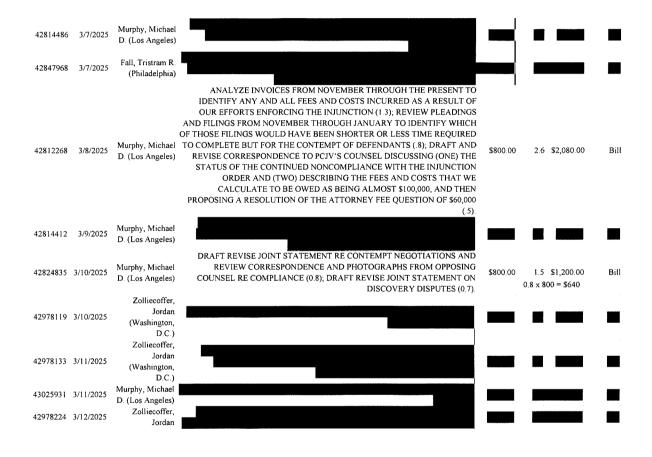
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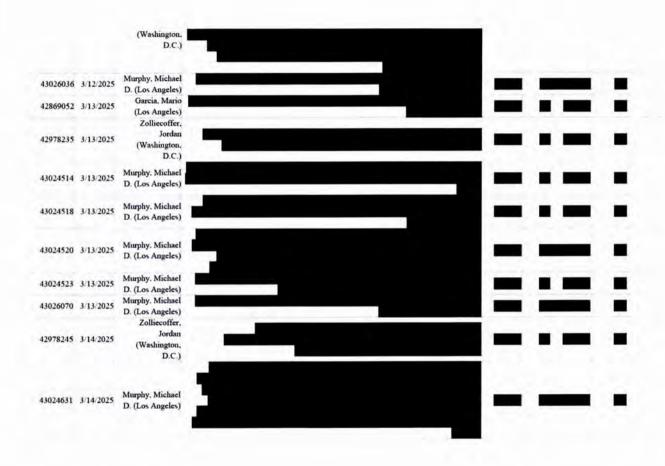
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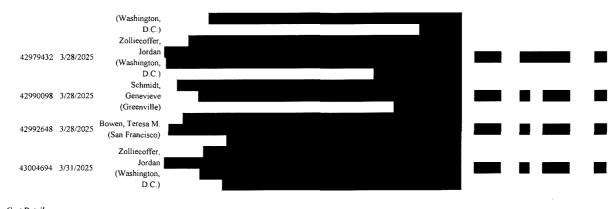




EXHIBIT 7



Hover View Investigations, Inc. 17130 Devonshire St Ste 102 Northridge, CA 91325 US +13234664837 eric@hvinvestigations.com www.HVInvestigations.com Invoice

BILL TO

Ervin Cohen & Jessup, LLP. 9401 Wilshire Blvd 12th Floor Beverly Hills, CA 90212 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4492	03/03/2025	\$2,562.38	04/01/2025	Due on receipt	

CASE NO. LEAD AGENT REQUESTED BY
ECJ250225 Eric A Kenneth Hsu & Michael Murphy

DATE	ACTIVITY	AMOUNT
02/26/2025	Field Investigation Potato Corner Investigation / Agent Eric Agaki / Americana at Brand - Glendale / Santa Anita upstairs & downstairs Location / Lakewood Center locataion / Culver City Location , Topanga location and the Northridge Location / Start time 9:30am - 7:30pm (Includes Case Rush Fee)	2,500.00
02/26/2025	Client Expense parking at the Americana at Brand in Glendale CA / Parking charges /	1.00
02/26/2025	Client Expense Cost of Fries from all locations	61.38

Thank you for your business! We take payments via Zelle

at ERIC@HVinvestigations.com

Credit cards on our website at WWW.HVinvestigations.com Send checks to 17130 Devonshire St, Suite 102 Northridge CA 91325.

Third investigation on Potato Corner / 02/26/2025 / Agent Eric Agaki

\$2,562.38